

BLM # BAA043001  
USFWS# 12200-4-J001  
USGS # 04HQAG0124  
NPS # H8080040012  
USDA FS # 04-JV-11272150-424  
NRCS # 68-3A75-4-72

**HAWAII – PACIFIC ISLANDS  
COOPERATIVE ECOSYSTEM STUDIES UNIT  
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Fish and Wildlife Service  
U.S. Geological Survey  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service  
Natural Resources Conservation Service**

and

**UNIVERSITY OF HAWAII (HOST)  
(UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College, Honolulu  
Community College, Kapiolani Community College, Kauai Community College,  
Leeward Community College, Maui Community College, Windward Community  
College)**

**University of California - Berkeley  
University of Guam  
American Samoa Community College  
Bishop Museum  
National Tropical Botanical Garden  
The Nature Conservancy  
Pacific International Center for High Technology Research**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S.

Geological Survey, National Park Service, U.S.D.A. Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Hawaii and its partner institutions is to establish and maintain the Hawaii-Pacific Islands Cooperative Ecosystem Studies Unit (CESU). The Hawaii-Pacific Islands CESU is associated with a national network of CESUs.

- B. The objectives of the Hawaii-Pacific Islands Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 U.S.C. 6302 et seq., 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative

agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.

- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C. 1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into this joint venture agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance, and education.
- H. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- I. The University of Hawaii (hereinafter called Host University) participates in the Hawaii-Pacific Islands CESU through its ten campuses (UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College, Honolulu Community College, Kapiolani Community College, Kauai Community College, Leeward Community College, Maui Community College, and Windward Community College). The University of Hawaii, Manoa is the administrative lead for the Host University. Functioning as a system, the purposes of the University of Hawaii are to: 1) provide all qualified people in Hawaii with equal opportunity for high quality college and university education and training; 2) provide a variety of entry points into a comprehensive set of postsecondary educational offerings, allowing flexibility for students to move within the system to meet individual educational and professional goals; and 3) advance missions that promote distinctive pathways to excellence, differentially emphasizing instruction, research, and service while fostering a cohesive response to state needs and participation in the global community.
- J. The partner institutions to the Host University include University of California - Berkeley, University of Guam, American Samoa Community College, the Bishop

Museum, the National Tropical Botanical Garden, The Nature Conservancy, and the Pacific International Center for High Technology Research.

## **ARTICLE II. STATEMENT OF WORK**

### **A. Each Federal Agency agrees to:**

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Hawaii-Pacific Islands CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Hawaii-Pacific Islands CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

### **B. The Host University agrees to:**

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Hawaii-Pacific Islands CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Hawaii-Pacific Islands CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Hawaii-Pacific Islands CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Federal Hawaii-Pacific Islands CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Hawaii-Pacific Islands CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Hawaii-Pacific Islands CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Hawaii-Pacific Islands CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Hawaii-Pacific Islands CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Hawaii-Pacific Islands CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Establish and maintain the Hawaii-Pacific Islands CESU closely following mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Develop and adopt a Hawaii-Pacific Islands CESU role and mission statement;
3. Develop a multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
  - a) the proposed work and what is being modified in the agreement;
  - b) the project contribution to the objectives of the CESU;
  - c) the methodology of the project;
  - d) the substantial involvement of each party;
  - e) the project budget and schedule;
  - f) the specific deliverables;

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) and these documents are incorporated into this agreement by reference.

### **ARTICLE III. TERM OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.
- C. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Hawaii-Pacific Islands CESU.
- D. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement, except in cases described in Article III. D. 1.
  1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.
- E. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- F. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

#### **ARTICLE IV. KEY OFFICIALS**

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management  
Edward Lorentzen  
USDI, Bureau of Land Management  
California State Office  
2800 Cottage, Room W-1834  
Sacramento, CA 95825-1886  
Phone: 916-978-4646  
Fax: 916-978-4657  
elorentz@ca.blm.gov
2. U.S. Fish and Wildlife Service  
Field Supervisor  
U.S. Fish and Wildlife Service  
Pacific Islands Fish and Wildlife Office  
300 Ala Moana Boulevard, Room 3-122  
Honolulu, HI 96850  
Phone: 808-792-9400  
Fax: 808-792-9581
3. U.S. Geological Survey  
David A. Helweg, Ph.D.  
Deputy Center Director  
Pacific Island Ecosystems Research Center  
U.S. Geological Survey  
3190 Maile Way, Room 408  
Honolulu, HI 96822  
Phone: 808-956-9588  
Fax: 808-956-5687  
david\_helweg@usgs.gov
4. National Park Service  
Darcy Hu  
Ecologist  
National Park Service  
Pacific West Region – Hawaii Volcanoes National Park  
P.O. Box 52  
Hawaii National Park, HI 96718  
Phone: 808-985-6092  
Fax: 808-985-6192  
darcy\_hu@nps.gov

5. USDA Forest Service

Carol DeMuth, Assistant Director  
Operations, Research Planning and Applications  
Pacific Southwest Research Station  
USDA Forest Service  
P.O. Box 245  
Berkeley, CA 94701  
Phone: 510-559-6315  
Fax: 510-559-6440  
cdemuth@fs.fed.us

6. Natural Resources Conservation Service

Sheryl H. Kunickis, Ph.D.  
USDA Natural Resources Conservation Service  
14<sup>th</sup> and Independence Avenue SW, Room 5238  
Washington, DC 20250  
Phone: 202-720-8723  
Fax: 202-720-4839  
sheryl.kunickis@usda.gov

B. The technical representative for the Host University is:

David Cameron Duffy  
Professor of Botany and Unit Leader  
University of Hawai'i  
3190 Maile Way St. John 410  
Honolulu, HI 96822  
Phone: 808-956-8218  
Fax: 808-973-2936 / 808-956-3923 (backup fax)  
dduffy@hawaii.edu

C. The technical representatives for the Partner Institutions are:

1. University of California - Berkeley

Rosemary Gillespie  
Director, Essig Museum of Entomology  
Professor, Insect Biology  
University of California  
Berkeley, CA 94720-3112  
Phone: 510-642-3445  
Fax: 510-642-7428  
gillespi@nature.berkeley.edu



2. University of Guam  
Barry D. Smith  
Director  
Marine Laboratory  
University of Guam  
UOG Station  
Mangilao, GU 96913  
Phone: 671-735-2175  
Fax: 671-734-6767  
bdsmith@uog9.uog.edu
3. American Samoa Community College  
Don Vargo  
American Samoa Community College  
Department of Community and Natural Resources  
P.O. Box 5319  
Pago Pago, AS 96799-5319  
Phone: 011-684-699-1394/1575/2550  
Fax: 011-684-699-5011  
dvargo@ascc.as
4. Bishop Museum  
Allen Allison  
Vice President for Science  
Bishop Museum  
1525 Bernice Street  
Honolulu, HI 96817  
Phone: 808-848-4145  
Fax: 808-847-8252  
allison@bishopmuseum.org
5. National Tropical Botanical Garden  
Dr. Diane Ragone  
Director, The Breadfruit Institute  
National Tropical Botanical Garden  
3530 Papalina Road  
Kalaheo, HI 96741  
Phone: 808-332-7324 ext. 224  
Fax: 808-332-9765  
ragone@ntbg.org
6. The Nature Conservancy  
Mark Fox  
Director of External Affairs  
The Nature Conservancy of Hawai'i  
923 Nuuanu Avenue

Honolulu, HI 96817  
Phone: 808-537-4508  
Fax: 808-545-2019  
mfox@tnc.org

7. Pacific International Center for High Technology Research

Dr. Terry Surles  
President  
PICHTR  
1440 Kapiolani Boulevard, Suite 1225  
Honolulu, HI 96814  
Phone: 808-943-3771  
Fax: 808-943-9582

**ARTICLE V. AWARD**

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Fish and Wildlife Service

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

USDA Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

Natural Resources Conservation Service

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 17.5% indirect cost rate of total direct costs (all costs except equipment) will be paid on work covered by the agreement and all its modifications. An exception is that

the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 108-199. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

#### **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

#### **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Hawaii-Pacific Islands CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement for the Hawaii-Pacific Islands CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

- D. Annual work plans will be developed to guide the specific activities of the Hawaii-Pacific Islands CESU and will:
1. Describe the Hawaii-Pacific Islands CESU's ongoing and proposed research, technical assistance and education activities;
  2. Describe anticipated projects and products; and
  3. Identify faculty, staff and students involved in the Hawaii-Pacific Islands CESU during the year.
- The first annual work plan (for FY2005) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Hawaii-Pacific Islands CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

#### **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

#### **ARTICLE IX. TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

#### **ARTICLE X. REQUIRED/SPECIAL PROVISIONS**

##### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies

to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4. OFFICIALS NOT TO BENEFIT: No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7.U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may enter into with farmers: Provided, That such exemption shall be made a matter of public record.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

### Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

### **B. SPECIAL PROVISIONS:**

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

## **ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE**

- A. The following are to be incorporated into this agreement:
  - 1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF424)
  - 2. Hawaii-Pacific Islands CESU proposal and addendum
  - 3. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

## **ARTICLE XII. ATTACHMENTS**

- A. The following are attached:
  - 1. ATTACHMENT 1 – Financial Status Report, SF 269A
  - 2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
  - 3. ATTACHMENT 3 – Federal Cash Transactions Report, SF272
  - 4. ATTACHMENT 4 – ACH Payment, SF3881
  - 5. ATTACHMENT 5 – Example Modification Template

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

### **U.S. DEPARTMENT OF THE INTERIOR**

- A. Bureau of Land Management
- B. U.S. Fish and Wildlife Service
- C. U.S. Geological Survey
- D. National Park Service

### **U.S. DEPARTMENT OF AGRICULTURE**

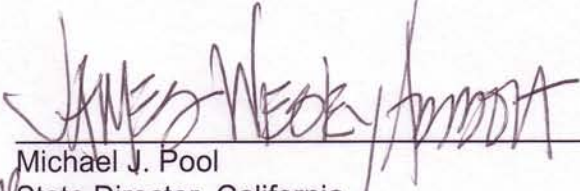
- E. USDA Forest Service
- F. Natural Resources Conservation Service

### **G. UNIVERSITY OF HAWAII**

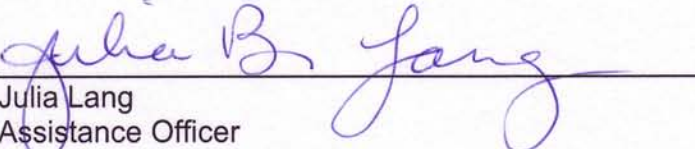
- H. University of California - Berkeley
- I. University of Guam
- J. American Samoa Community College
- K. Bishop Museum
- L. National Tropical Botanical Garden
- M. The Nature Conservancy
- N. Pacific International Center for High Technology Research

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**A. Bureau of Land Management**

  
\_\_\_\_\_  
Michael J. Pool  
State Director, California

6/17/04  
Date

  
\_\_\_\_\_  
Julia Lang  
Assistance Officer

6/17/04  
Date



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service

*Acting*  
Dave Allen  
Regional Director

*Dave Allen*

*6/25/04*  
Date

CONTRACT SUFFICIENCY REVIEW:  
*Stephanie Aulichman* *6/24/04*  
Contracting Officer FWS - 19093 Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

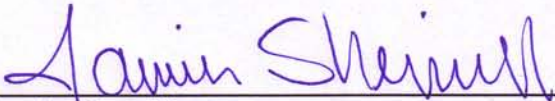
C. U.S. Geological Survey

  
\_\_\_\_\_  
Sherri Ly Bredesen  
Chief, Grants Branch

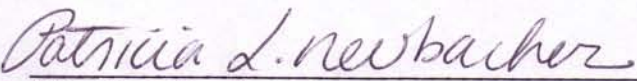
  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

D. National Park Service

  
\_\_\_\_\_  
Jamie Sherrill  
Contracts/Agreements Team Leader


6/23/04  
Date

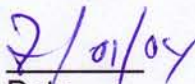
*for*   
\_\_\_\_\_  
Jonathan B. Jarvis  
Regional Director  
Pacific West Region

6/24/04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

E. USDA Forest Service

  
\_\_\_\_\_  
James R. Sedell  
Pacific Southwest Research Station

  
\_\_\_\_\_  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

F. Natural Resources Conservation Service

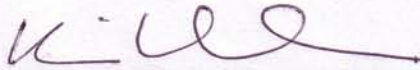
A handwritten signature in blue ink, appearing to read "Bruce I. Knight", is written over a horizontal line.

Bruce I. Knight  
Chief

6/28/04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

G. University of Hawaii, systemwide authorization



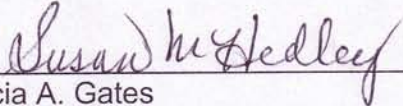
\_\_\_\_\_  
Kevin Hanaoka  
Interim Director, ORS

JUN 10 2004

\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

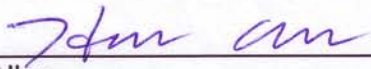
H. University of California - Berkeley

  
\_\_\_\_\_  
Patricia A. Gates  
Assistant Director, Federal Projects

6-16-04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

I. University of Guam

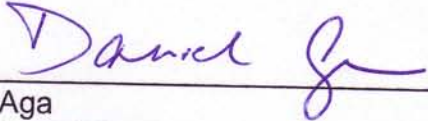
  
\_\_\_\_\_  
Harold L. Allen  
President

6/14/04  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

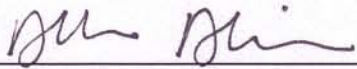
J. American Samoa Community College

  
\_\_\_\_\_  
Daniel Aga  
Acting Dean/Director

7 June 04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

K. Bishop Museum

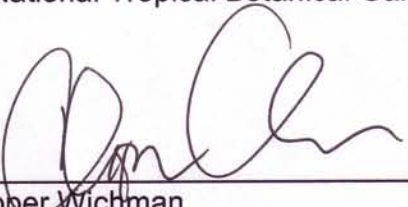
A handwritten signature in dark ink, appearing to read 'Allen Allison', written over a horizontal line.

Dr. Allen Allison  
Vice President  
Science Division

June 16, 2004  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

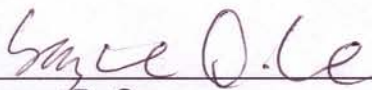
L. National Tropical Botanical Garden

  
\_\_\_\_\_  
Chipper Wichman  
Acting Director

6/15/04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

M. The Nature Conservancy

  
\_\_\_\_\_  
Suzanne D. Case  
Executive Director  
The Nature Conservancy of Hawai'i

6-11-04  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

N. Pacific International Center for High Technology Research

  
\_\_\_\_\_  
Janel Pang  
Assistant Controller and Contracts Officer

June 7, 2004  
Date

**FINANCIAL STATUS REPORT***(Short Form)**(Follow instructions on the back)*

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. <b>0348-0038</b>	Page of  pages
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)
10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			
b. Recipient share of outlays			
c. Federal share of outlays			
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share(Sum of lines c and f)			
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds(Line h minus line g)			
11. Indirect Expense	a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed		
	b. Rate	c. Base	d. Total Amount
	e. Federal Share		
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.			
13. Certification: <b>I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.</b>			
Typed or Printed Name and Title		Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official		Date Report Submitted	

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.		
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.		
5.	Space reserved for an account number or other identifying number assigned by the recipient.		
6.	Check <i>yes</i> only if this is the last report for the period shown in item 8.	10b.	Self-explanatory.
7.	Self-explanatory.	10c.	Self-explanatory.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	10d.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors.  Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded.  Do not include any amounts on line 10d that have been included on lines 10a, b, or c.  On the final report, line 10d must be zero.
9.	Self-explanatory.	10e.	f, g, h, h and i. Self-explanatory.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in <i>the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	11a.	Self-explanatory.
10a.	Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred,	11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO.		PAGE	OF
		0348-0004			PAGES
		1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSE- MENT  b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST  <input type="checkbox"/> CASH  <input type="checkbox"/> ACCRUAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST	
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST			
		FROM (month, day, year)		TO (month, day, year)	
9. RECIPIENT ORGANIZATION		10. PAYEE (Where check is to be sent if different than item 9)			
Name:  Number and Street:  City, State and ZIP Code:		Name:  Number and Street:  City, State and ZIP Code:			
11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED					
PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	TOTAL	
a. Total program outlays to date (As of date)	\$	\$	\$	\$	
b. Less: Cumulative program income					
c. Net program outlays (Line a minus line b)					
d. Estimated net cash outlays for advance period					
e. Total (Sum of lines c & d)					
f. Non-Federal share of amount on line e					
g. Federal share of amount on line e					
h. Federal payments previously requested					
i. Federal share now requested (Line g minus line h)					
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month				
	2nd month				
	3rd month				
12. ALTERNATE COMPUTATION FOR ADVANCES ONLY					
a. Estimated Federal cash outlays that will be made during period covered by the advance				\$	
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period					
c. Amount requested (Line a minus line b)				\$	



I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST  
SUBMITTED

TYPED OR PRINTED NAME AND TITLE

TELEPHONE (AREA  
CODE, NUMBER,  
EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

## INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

Item	Entry
------	-------

2 Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.

4 Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.

6 Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.

7 This space is reserved for an account number or other identifying number that may be assigned by the recipient.

8 Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.

11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

Item	Entry
------	-------

activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.

11a Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.

11b Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.

11d Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.

13 Complete the certification before submitting this request.

<b>FEDERAL CASH TRANSACTIONS REPORT</b>  <i>(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272A.)</i>		<b>OMB APPROVAL NO. 0348-0003</b>  1. Federal sponsoring agency and organizational element to which this report is submitted	
<b>2. RECIPIENT ORGANIZATION</b>  Name:  Number and Street:  City, State and ZIP Code:		4. Federal grant or other identification number	5. Recipient's account number or identifying number
		6. Letter of credit number	7. Last payment voucher number
		<b>Give total number for this period</b>	
		8. Payment Vouchers credited to your account	9. Treasury checks received <i>(whether or not deposited)</i>
<b>3. FEDERAL EMPLOYER IDENTIFICATION NO.</b>		<b>10. PERIOD COVERED BY THIS REPORT</b>	
		<b>FROM</b> <i>(month, day, year)</i>	<b>TO</b> <i>(month, day, year)</i>
<b>11. STATUS OF FEDERAL CASH</b>  <i>(See specific instructions on the back)</i>		<b>a. Cash on hand beginning of reporting period</b>	
		\$	
		<b>b. Letter of credit withdrawals</b>	
		<b>c. Treasury check payments</b>	
		<b>d. Total receipts</b> <i>(Sum of lines b and c)</i>	
		<b>e. Total cash available</b> <i>(Sum of lines a and d)</i>	
		<b>f. Gross disbursements</b>	
		<b>g. Federal share of program income</b>	
		<b>h. Net disbursements</b> <i>(Line f minus line g)</i>	
		<b>i. Adjustments of prior periods</b>	
		<b>j. Cash on hand end of period</b>	
		\$	
<b>12. THE AMOUNT SHOWN ON LINE 11j, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING</b>  <i>Days</i>		<b>13. OTHER INFORMATION</b>	
		<b>a. Interest income</b>	
		\$	
		<b>b. Advances to subgrantees or subcontractors</b>	
		\$	
<b>14. REMARKS</b> <i>(Attach additional sheets of plain paper, if more space is required)</i>			

<b>15. CERIFICATION</b>			
I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement.	<b>AUTHORIZED</b>	<b>SIGNATURE</b>	<b>DATE REPORT SUBMITTED</b>
	<b>CERTIFYING</b>	<b>TYPED OR PRINTED NAME AND TITLE</b>	<b>TELEPHONE</b> <i>(Area Code, Number, Extension)</i>
	<b>OFFICIAL</b>		

THIS SPACE FOR AGENCY USE

## INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0003), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
3	Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code.		benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs.
4	If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal Cash Transactions - Continued.  Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency.	11g	Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement.
5	This space reserved for an account number or other identifying number that may be assigned by the recipient.	11i	Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required.
6	Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.	11j	Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
7	Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account.	12	Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
11a	Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.	13a	Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
11b	Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.	13b	Enter the amount of advance to secondary recipients included in item 11h.
11c	Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.	14	In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.
11f	Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of		

# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

☐

CCD +

☐

CTX

☐

CTP

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

ADDITIONAL INFORMATION:

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

## FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

\_ \_ \_ \_ \_

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

( )

### Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

**TEMPLATE/EXAMPLE**

<b>[ insert biogeographic name ] Cooperative Ecosystem Studies Unit</b> <b>Cooperative Agreement Modification</b> [some federal agencies may use a "task order" or "task agreement," etc. instead of "modification"]		
<b>[ insert agency ]</b>		
MODIFICATION NO.: [ insert # ]	COOPERATIVE AGREEMENT NO.: [insert # ]	EFFECTIVE DATES: __/__/__ through __/__/__
COOPERATOR(S): [ insert contact information ]		
PROJECT TITLE: [ insert title ]		
FISCAL YEAR FUNDING: [ insert FY# ]	ACCOUNT #: [ insert # ]	NOT TO EXCEED: [ insert \$ ]
PROJECT ABSTRACT: [ Insert short description of project. ]		
SCOPE OF WORK: <b>[ Provide or attach a brief explanation of the following:</b> <b>(a) the proposed work and what is being modified in the Cooperative Agreement;</b> <b>(b) the project contribution to the objectives of the CESU;</b> <b>(c) the methodology of the project;</b> <b>(d) the substantial involvement of each party;</b> <b>(e) the project budget and schedule; and</b> <b>(f) the specific deliverables.</b> <b>All other terms and conditions remain the same.]</b>		
This Modification is subject to all the provisions included in the Cooperative Agreement, dated [ insert date ].  <div style="display: flex; justify-content: space-between;"> <div>[ insert coordinator(s) ]:</div> <div>[ insert agency ]:</div> </div>  <div style="display: flex; justify-content: space-between;"> <div>[insert appropriate name(s) &amp; title(s) ] _____ DATE</div> <div>[insert appropriate name(s) &amp; title(s) ] _____ DATE</div> </div> <p style="text-align: center;"><i>Use as many signature blocks as needed.</i></p>		

*Attach any supporting material as necessary.*